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**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**COMPASS GROUP, NAD AND ITS DIVISIONS**

**d/b/a**

**MORRISON MANAGEMENT SPECIALISTS &  
CROTHALL HEALTHCARE, INC.**

**and**

**NATIONAL UNION OF HOSPITAL AND HEALTH  
CARE EMPLOYEES, AFSCME, AFL – CIO, AND  
ITS AFFILIATE DISTRICT 1199C**

**AT**

**PENN MEDICINE AT RITTENHOUSE**

**April 1<sup>ST</sup>, 2018 – March 31<sup>th</sup>, 2021**

## *Contents*

|  |    |
|--|----|
| PREAMBLE.....  | 4  |
| WITNESSETH.....  | 4  |
| ARTICLE 1: RECOGNITION.....                            | 4  |
| ARTICLE 2: UNION SECURITY.....                         | 4  |
| ARTICLE 3: CHECK-OFF.....                              | 5  |
| ARTICLE 4: PROBATIONARY EMPLOYEES.....                 | 6  |
| ARTICLE 5: DISCIPLINE & DISCHARGE.....                 | 6  |
| ARTICLE 6: HOURS OF WORK & OVERTIME.....               | 7  |
| ARTICLE 7: SHIFT DIFFERENTIAL & SHIFT ASSIGNMENTS..... | 8  |
| ARTICLE 8: HOLIDAYS.....                               | 8  |
| ARTICLE 9: VACATIONS.....                              | 9  |
| ARTICLE 10: VACANCIES, PROMOTIONS & TRANSFERS.....     | 10 |
| ARTICLE 11: WAGES.....                                 | 10 |
| ARTICLE 12: GRIEVANCE & ARBITRATION.....               | 11 |
| ARTICLE 13: ARBITRATION.....                           | 12 |
| ARTICLE 14: SENIORITY.....                             | 13 |
| ARTICLE 15: INSURANCE.....                             | 15 |
| ARTICLE 16: UNION DELEGATES & VISITATION.....          | 16 |
| ARTICLE 17: SAFETY & SAFETY COMMITTEE.....             | 17 |
| ARTICLE 18: JURY DUTY.....                             | 17 |
| ARTICLE 19: SICK LEAVE.....                            | 17 |
| ARTICLE 20: LEAVE OF ABSENCE.....                      | 18 |
| ARTICLE 21: BEREAVEMENT LEAVE.....                     | 19 |
| ARTICLE 22: JOB POSTING.....                           | 19 |
| ARTICLE 23: MANAGEMENT RIGHTS.....                     | 20 |
| ARTICLE 24: MISCELLANEOUS PROVISIONS.....              | 21 |
| ARTICLE 25: PENSION FUND.....                          | 21 |
| ARTICLE 26: TRAINING FUND.....                         | 22 |
| ARTICLE 27: LEGAL FUND.....                            | 23 |
| ARTICLE 28: NO DISCRIMINATION.....                     | 23 |
| ARTICLE 29: SUCCESSORS & ASSIGNS.....                  | 23 |
| ARTICLE 30: RESPECT & DIGNITY.....                     | 23 |
| ARTICLE 31: NO STRIKE NO LOCKOUT.....                  | 24 |
| ARTICLE 32: UNION HIRING & REFERRAL.....               | 24 |

ARTICLE 33: EFFECT OF LEGISLATION - SEPARABILITY ..... 24  
ARTICLE 34: PAST PRACTICE ..... 25  
ARTICLE 35: COMPLETE AGREEMENT ..... 25  
ARTICLE 35: TERM OF AGREEMENT ..... 25  
EXHIBIT A: DUES CHECK-OFF ..... 26  
EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION ..... 27  
EXHIBIT C: POLITICAL ACTION CHECK-OFF ..... 28  
SIDE LETTER ..... 29

## ***PREAMBLE***

This AGREEMENT made and entered this day of April 25, 2018, by and between Morrison Healthcare Inc., & Crothall Healthcare Inc., (hereinafter referred to as "Employer"), and the National Union Of Hospital and Health Care Employees, and its affiliate, NUHHCE DISTRICT 1199C, (hereinafter referred to as the "Union").

## ***WITNESSETH***

The parties hereto, in consideration of their mutual promises and agreements as herein set forth, intending to be legally bound hereby, and with a desire to cooperate in an effort to establish just and equitable terms and conditions of employment, and to provide methods for fair and peaceful adjustments of all disputes that may arise between them, do hereby agree as follows:

### ***ARTICLE 1: RECOGNITION***

- 1.1 The Employer recognizes the Union or its successors as the sole and exclusive bargaining agent on behalf of the regularly scheduled full-time and regularly scheduled part-time environmental service workers, catering associates, cooks, and food service Employees of the Employer employed at Penn Medicine at Rittenhouse, 1800 Lombard Street, Philadelphia, Pennsylvania.
- 1.2 The bargaining unit shall consist of a full-time and regularly scheduled part-time Employees who work for the Employer, excluding all management level Employees, supervisors, first level supervisors and foremen, executives, administrators, professional Employees; department heads, confidential Employees, clerical Employees, temporary Employees, substitutes, security guards and all others not specifically listed heretofore as belonging to the bargaining unit.

### ***ARTICLE 2: UNION SECURITY***

- 2.1 Every Employee who is a member of the Union on the date of the execution of this Agreement and every person who, on the date on which he is hired, is a member of the Union, shall, as a condition of employment, remain a member in good standing of the Union for the life of this Agreement. Every Employee who is not a member of the Union on the date of the execution of this Agreement shall as a condition of employment, become a member not more than thirty (30) days after the execution or after the effective date of this Agreement, whichever is later, and thereafter during the life of this Agreement remain a member of the Union in good standing. Any person who is not a member of the Union who may, after the date of the execution of this Agreement be hired by the Employer, shall as a condition of employment become a member of the Union not more than thirty (30) days after his hiring by the Employer or by any preceding employer who is a party to a like collective bargaining agreement with the Union, and thereafter, during the life of this Agreement remain a member in good standing of the Union.
- 2.2 The Employer shall discharge any Employee immediately upon being given notice in writing by the Union that such Employee has not fulfilled the requirements set forth in Section 2.1 above.
- 2.3 The Employer and the Union agree that the requirements of Section 2.1 above will be promptly

made known to each and every Employee covered by this Agreement simultaneously with his/her being hired for any work or position covered by this Agreement.

- 2.4 Supervisors shall not do work normally performed by Employees, except for the purposes of instruction, supervision, experimentation, filling in for absentees, emergencies or where the normal duties of supervisors overlap the duties of Employees. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the Employer to maintain safety or health, ensure prompt service to clients, to aid in correcting or repairing malfunctions, to prevent damage to equipment, facilities, property and/or materials, in any situation where Employees are not available.

### ***ARTICLE 3: CHECK-OFF***

- 3.1 Upon receipt of written authorization from an Employee in the form annexed hereto the Employer agrees to check off from the first pay period of each month the Employee's Union dues and to forward said payment to the Union on or before the 15<sup>th</sup> day of each month. Employees who are required by the provisions of this Article, to maintain their membership in the Union and do not sign check-off authorizations, shall adhere to the same payment procedure by making payments directly to the Union.
- 3.2 An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join and remain a member of the Union as a condition of employment. Such Employee shall be required, as a condition of employment, to remit to either the American Cancer society, The Lupus foundation, or the Sickle Cell Anemia foundation, so long as they are recognized as valid charities under Section 501 (c) (3) of title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be check-off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Employer to the charity designated by the Employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed hereto.
- 3.3 Upon receipt of a written authorization from any Employee in the form annexed hereto, the Employer agrees to check off once each month the sum specified in said authorization and remit the same to the Union for District 1199C Political Action Fund.
- 3.4 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including legal fees and other expenses and costs of defense, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirement of remission of dues, initiation fees and political action funds delivered to the Union, any requirements of membership in the Union, or obligations of the Union members or by reason of the Employer's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

- 3.5 The Employer shall be relieved from making such check-off deductions from an Employee upon (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, (d) an excused leave of absence or (e) revocation of the check-off authorization in accordance with the Article on Union Security.
- 3.6 The Employer agrees to furnish the Union each month with a list of the names, positions, Social Security numbers, date of hire of Employees hired during the previous month, and also a list of the names of Employees terminated, including transfers in and out of the bargaining unit, Employees returning from leaves of absence, and Employees commencing leaves of absence during the previous month.
- 3.7 On written notice from the Union, the Employer agrees to remit dues and initiation fees to the Union's Philadelphia Office if so designated beginning with the following month.

#### ***ARTICLE 4: PROBATIONARY EMPLOYEES***

- 4.1 An Employee shall complete his/her probationary period after s/he has worked for the employer for sixty (60) calendar days. Employer may, upon notification to the Union, extend the probationary period of any Employee for an additional thirty (30) calendar days. If an Employee is absent for any reason during his/her probationary period, the number of days s/he was absent shall be added to the sixty (60) calendar days eligibility period and s/he shall not complete his/her probationary period until an equivalent amount of days have been worked. Any time during an Employee's probationary period, s/he may be suspended, or discharged by Employer for any reason and such suspension or discharge shall not be subject to the Grievance or Arbitration Provisions of this Agreement.
- 4.2 An Employee shall remain in the job classification into which the Employee was hired and shall not be eligible to bid on 1) any other position during the probationary period and 2) any position outside of his/her department for the first six (6) months of employment.

#### ***ARTICLE 5: DISCIPLINE & DISCHARGE***

- 5.1 No non-probationary Employee shall be discharged, suspended or otherwise disciplined without just cause.
- 5.2 The Employer will notify the Union at its Philadelphia office in writing of any discharge or suspension within three (3) working days from time of discharge or suspension. Notice shall be complete upon its deposit in the U.S. Mail (certified). If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step 3 of the grievance procedure.

- 5.3 If the discharge or suspension of an Employee results from conduct relating to a patient or customer and the patient or customer does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or customer to appear as prejudicial.
- 5.4 An Employee shall be permitted to have a Union Delegate or Union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the Employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the Employee.
- 5.5 Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months prior to the date of a new disciplinary or corrective counseling action. Such documents more than twelve (12) months old may only be used as evidence that an Employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior.

### ***ARTICLE 6: HOURS OF WORK & OVERTIME***

- 6.1 The normal workweek for regular full-time Employees shall consist of forty (40) hours of work and the normal workday for regular part-time Employees shall consist of not more than eight (8) hours of work. The foregoing provisions of this section shall not be construed as guaranteeing any number of hours of work per day, or per week, or days of work per week. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Employer at the beginning and end of their regular workday, unless expressly assigned to overtime or work by the Employer.
- 6.2 Regular part-time Employees are those who are regularly scheduled to work twenty (20) hours or more per week but less than thirty (30) hours per week.
- 6.3 Full-time Employees shall be entitled to one (1) rest period of fifteen (15) minutes for every four (4) hours worked and one-half (1/2) hour unpaid lunch break in each working day. Part-time Employees working more than four (4) hours in a working day shall receive one (1) rest period of fifteen (15) minutes. The times of such rest periods and lunch breaks will be at the discretion of the Employer.
- 6.4 When an Employee requests a change of shift, approval shall not be unreasonably withheld if a vacancy exists in the classification in which the Employee is then working. If more Employees apply for a shift change than can be accommodated, the shift change requests shall be given to the Employee with the most classification seniority qualified to do the work.
- 6.5 Employees on vacation shall not be required to find replacements for weekend vacation shifts.
- 6.6 Employees who report for work at the start of their regular assigned shift without being notified not to report shall, in the event no work is available shall be compensated for half of their scheduled shift at their regular rate or they may be assigned other employment they can perform at their applicable rate of pay, which shall solely be at the discretion of management.
- 6.7 The Employer agrees to compensate every Employee for actual time worked in excess of forty (40) hours per week, at time and one-half (1-1/2x). Overtime will be distributed on the basis of seniority.

- 6.8 Whenever overtime or additional hours are available, they shall be distributed equally within the affected classification. Scheduled hours available for overtime will be posted in a central location so that Employees may sign up to work such additional hours. Additional hours shall be awarded in the following order: (1) part-time Employees; (2) full-time Employees, by seniority. In the event there are insufficient volunteers, the additional hours shall be mandated by inverse seniority.
- 6.9 There shall be no pyramiding of overtime.

### ***ARTICLE 7: SHIFT DIFFERENTIAL & SHIFT ASSIGNMENTS***

- 7.1 A shift differential of ninety (\$.90) per hour shall be paid to all Employees assigned whose straight-time hours start at or after 3:00 p.m. and before 3:00 a.m. Shift differential shall be included when calculating an Employee's holiday pay or vacation pay only, and shall not be included for any other benefit whatsoever.
- 7.2 When the operations of a department permit, an Employee shall have preference over new Employees in filling vacancies on another shift in the classification in which s/he is then working. In the event a new shift is established, the Employer will request volunteers. If no Employee volunteers, individuals will be selected for the shift assignment based on job classification in inverse order of seniority.
- 7.3 In the event a change in shift is deemed necessary by the Employer, the Employer will provide the affected Employee with two (2) weeks' notice.

### ***ARTICLE 8: HOLIDAYS***

- 8.1 The Employer will recognize eight (8) stated holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Norman Rayford Day and Martin Luther King Jr. Birthday). Each Employee shall receive one (1) personal day per calendar year. A personal holiday may be taken on an emergency basis in the event of the emergency, provided that the Employer may require reasonable evidence of the existence of the emergency in order for the personal holiday to be given, no reasonable request will be denied as long as the employee has a personal day in the bank. In order to schedule use of the personal day, an Employee must provide one week advance notice. Stated holidays which fall on a Saturday will be observed on the preceding Friday and stated holidays which fall on Sunday will be observed on the Monday following.
- 8.2 To be eligible for a holiday, Employees must work the last scheduled workday immediately preceding the holiday and the next scheduled workday immediately following such holiday. However, a prescheduled personal holiday or a prescheduled vacation day will be deemed a day worked for purposes of this section.
- 8.3 In the event an Employee works on any of the enumerated holidays set forth herein, he/she shall be paid time and one-half (1-1/2x) for that day, and be granted a mutually agreed upon day off in lieu of the holiday. The prescheduled compensatory day off must be scheduled within thirty (30) days of the holiday. If an Employee is scheduled to work on a holiday but fails to report for and perform such work, the Employee shall not receive any holiday pay under this section or a



compensatory day off.

- 8.4 If a holiday falls on an Employee's scheduled day off, s/he shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof at the option of the Employer.
- 8.5 If a holiday falls during an Employee's vacation at the option of the Employer, the vacation may be extended by one (1) day or the Employee may be granted another day off with pay mutually agreed upon by the Employer and the Employee to be scheduled within thirty (30) day of the holiday.
- 8.6 Employees shall not be entitled to any paid holidays or personal days until they have completed their probationary period.

### **ARTICLE 9: VACATIONS**

- 9.1 All regular full-time Employees on the active payroll of the Employer shall be entitled to vacation with pay at their regularly scheduled weekly hours, each calendar year as follows:

| <b>Length of Employment</b> | <b>Number of Paid Vacation Days</b> | <b>Accrual Rate</b> |
|-----------------------------|-------------------------------------|---------------------|
| Six (6) months              | Five (5) days                       | 0.42 per month      |
| One (1) year                | Ten (10) days                       | 0.83 per month      |
| Eight (8) years             | Fifteen (15) days                   | 1.25 per month      |
| Twelve (12) years           | Twenty (20) days                    | 1.67 per month      |

Employees shall accrue vacation days at the above table rate, not to exceed their current year's entitlement. Vacations are not cumulative and must be taken before the end of the calendar year. No Employee will be allowed to take more vacation than their current year's entitlement during any one of calendar year. Pay in lieu of vacation will not be allowed.

- 9.2 The Employer will post vacation sign-up sheets from January 1st through February 28<sup>th</sup> of each year that will be awarded by seniority and posted by the Employer not later than March 10<sup>th</sup>. Anytime following February 28<sup>th</sup> vacation requests will be honored on a first-come, first-granted basis. Employees will be notified regarding their specific vacation requests made following December 31<sup>st</sup> within two weeks from the date the request is submitted to the Employer.
- 9.3 Any Employee who is laid off or resigns with two (2) weeks' notice will be paid all accrued vacation at the time of layoff or resignation. These monies will be paid on the Employee's last paycheck. Upon the death of an Employee before such Employee receives his/her vacation pay for the calendar year in which such death occurs, the Employee's estate or personal representative shall be paid the full earned vacation pay to which such Employee's length of service would have entitled him/her to receive on the date of his/her death. Employees who are terminated with just cause will not be paid any accrued vacation time.
- 9.4 In the event that an Employee, while on vacation, incurs a bona fide medical emergency and is admitted to a hospital as a patient for at least one (1) overnight stay, the Employee's leave status will be changed from vacation leave to sick time, if available. Proper documentation for the period of hospitalization must be furnished to the Employee's immediate supervisor for approval

action.

- 9.5 In the event the Employer would leave the facilities contract at Rittenhouse the Employer agrees to pay eligible Employees any remaining earned and accrued vacation pay.

### ***ARTICLE 10: VACANCIES, PROMOTIONS & TRANSFERS***

- 10.1 Vacancy shall be defined as a regular position which is vacated by the separation of an Employee and one the Employer determines should be replaced or a newly created position.
- 10.2 Whenever there this a vacancy in a classification covered by this Agreement becomes available, the Employer shall post the vacancy for a period of seven (7) calendar days. Any Employee covered by this Agreement who is, interested in bidding for the position may do so In writing to the Director of Environmental Services and Food and Nutrition. The applications of all candidates will be reviewed with full regard given to each candidate's skill, ability, experience, work record and physical ability to perform the job. When more than one (1) candidate exhibits equal qualifications, the most senior Employee shall be awarded the position. If no candidate is deemed qualified, the Company will hire from the outside.
- 10.3 An Employee who has bid and been awarded a position by the Employer shall be given thirty (30) days to demonstrate his/her ability and fitness to perform the duties of such job. If the Employee is unable to perform the duties satisfactorily, he/she shall be returned to his/her former job. An Employee may request reinstatement to his/her former position within the aforementioned thirty (30) day period. If an Employee is disqualified during probation by the Employer or, if the Employee asks to be returned to their prior position during probation, they may not bid again for a period of six (6) months.
- 10.4 When a promotional opening occurs, preference shall be given to the Employee with the greatest skill and present ability to perform the new job. Seniority shall govern where skill and present ability to perform the new job are considered to be equal. In the event there is no one with the skill and present ability to perform the new job, Employees bidding for the position shall be considered on the basis of their bargaining unit seniority and on the basis of their ability to perform the work.
- 10.5 The Employer has the right to determine the qualifications of Employees for vacancies and promotional purposes.
- 10.6 When an Employee is permanently transferred or promoted, such Employee shall be paid the rate of the job to which s/he has been transferred or promoted. When an Employee is temporarily transferred or promoted to a higher rated job and works in that job for an entire shift, s/he shall receive the rate for that job.

### ***ARTICLE 11: WAGES***

- 11.1 Employees shall be paid on a bi-weekly basis on Fridays before the end of their regular shift.
- 11.2 Employees may, upon request, be paid by direct deposit and shall receive all information normally contained on a check stub.

11.3 Wage rate for the bargaining unit classifications will increase as listed below for employees who have completed probation:

04/01/2018 \$0.65 04/01/2019 2.5% 04/01/2020 2.5%

The job rate for bargaining unit employees shall be as follows:

|                             | 4/1/2018 | 4/1/2019 | 4/1/2020 |
|-----------------------------|----------|----------|----------|
| Food Service Worker         | \$ 13.07 | \$ 13.33 | \$ 13.53 |
| Food Service Worker/Cashier | \$ 13.47 | \$ 13.74 | \$ 13.95 |
| Food Prep                   | \$ 13.47 | \$ 13.74 | \$ 13.95 |
| Cook                        | \$ 14.06 | \$ 14.34 | \$ 14.63 |
| EVSI                        | \$ 13.77 | \$ 14.05 | \$ 14.26 |
| EVSII                       | \$ 13.07 | \$ 13.33 | \$ 13.53 |

\*\*Employees designated as a Lead will receive one dollar (\$1.00) differential.

\*\*New Hire will be hired at fifty cents (\$0.50) below the above Job Rate, upon completion of their probationary period, they shall move up to the appropriate Job Rate.

### **ARTICLE 12: GRIEVANCE & ARBITRATION**

12.1 A grievance is a difference between the Employer and the Union and/or the Employees concerning the interpretation or application of a specific provision of this Agreement, and such grievance shall be processed and disposed of in the following manner:

- Step 1 An Employee having a grievance or his/her Union delegate or other Union representative shall take it up with his/her immediate supervisor. Upon request, the Employer shall meet with the delegate and the grievant to discuss the grievance. The Employer shall give its answer to the Employee or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.
- Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative and presented by the grievant to the Department Manager or his/her designee. The grievance in Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.
- Step 3 If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented by the Union representative or Union delegate in Step 3. The grievance shall be presented in this step to the Regional Manager or his/her designee, and the Employer shall render a decision in writing within ten (10) working days after its presentation.

- 12.2 Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within seven (7) working days of the occurrence or condition, which it claimed gave rise to the grievance. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.
- 12.3 The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union.
- 12.4 Prior to being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:
- a) The date and time when the grievance arose;
  - b) A statement of the grievance and facts;
  - c) The violation of the specific provision of the Agreement which is claimed and the remedy requested
- 12.5 Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.
- 12.6 Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.
- 12.7 Anything to the contrary herein notwithstanding, a grievance concerning the discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.
- 12.8 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided herein.
- 12.9 A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.
- 12.10 The Employer may submit a grievance to the Union under the provisions of this Article within ten (10) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union in writing at Step Three. The Union shall provide a written answer to the grievance within ten (10) calendar days of the Step Three meeting. If such grievance is not settled, it may be submitted to arbitration.

### ***ARTICLE 13: ARBITRATION***

- 13.1 A grievance, as defined in the grievance procedure provision, which has not been resolved there under, may, within thirty (30) calendar days following the Employer's answer at Step 3 of the grievance procedure, be referred by the Union to the American Arbitration Association for arbitration under the Association's voluntary labor arbitration rules.

- 13.2 The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of its own witness.
- 13.3 The award of the Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.
- 13.4 The arbitrator shall have the authority only to interpret and apply the provisions of the Agreement, and shall have no authority to add to, detract from or alter its terms, and shall have no authority to rule upon management prerogatives including, without limitation thereto, standards of service, matters involving the over-all budget, utilization of technology, organization structure, selection and direction of personnel, or other matters of inherent managerial policy.
- 13.5 Retroactivity Awards or settlements of grievance shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claim other than compensation the Employee received from a job held with another Employer prior to discharge.

#### ***ARTICLE 14: SENIORITY***

- 14.1
- a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed with the Employer in the Environmental Services department and Food Services Department.
  - b) Classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification within a department.
  - c) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hiring.
  - d) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence with or without pay as provided for in this agreement, for no more than six (6) months provided that the Employee returns to work immediately following the expiration of such leave.
  - e) A temporary Employee shall have no seniority during the times/he occupies this status of temporary Employee. Should any temporary Employee become a permanent Employee, seniority shall be retroactive to the date of the Employee's most recent hiring.
- 14.2 Seniority shall govern with respect to layoff and recall, overtime and vacation selection.
- 14.3 In the event that two or more Employees are hired on the same day their seniority shall be decided by the order of the last name of the Employees at time of hire.

14.4 Seniority shall be deemed broken for the following reasons:

1. A voluntary quit, resignation or taking a job elsewhere when his/her regular work is available within the bargaining unit;
2. A discharge for cause;
3. Failure to return to work in accordance with the terms of an approved leave of absence, sick leave or vacation;
4. A layoff for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service, whichever is less;
5. Failure to return to work within five (5) days of notice sent to the last address on file by registered mail;
6. Illness or injury absence equal to the Employee's length of service when the leave began or one (1) year, whichever is less;
7. Two (2) consecutive work days no call/no show unless failure to call is due to an emergency beyond the control of the Employee.
8. Is employed by another employer during a leave of absence except for military duty.

14.5 Layoff

- a) In the event of a reduction in force, once temporary Employee and probationary Employee positions are eliminated, the least senior person in the affected job category shall be the first person to be laid off. The displaced Employee may bump the least senior Employee in the bargaining unit in an equal or lower rated classification provided they have the seniority and are qualified to perform the work successfully. The displaced Employee without seniority to bump shall be laid off.
- b) In the event of a layoff, the Employer agrees to give two (2) weeks' notice or two (2) weeks' pay in lieu of notice, at the Employer's discretion. Probationary and temporary Employees need not be given such notice.
- c) Employees shall be recalled to their former position in inverse order as business needs dictate.
- d) Notice of recall shall be sent by registered mail to the Employee's last known address on file with the Employer. It is the Employee's responsibility to maintain up to date address information on file with the Employer.

14.6 Seniority Lists

- a) Seniority lists by bargaining unit and classification shall be posted once during each contract year. Such lists will be subject to correction upon proof of error, but if no complaint is made or proof of error provided by an Employee within thirty (30) calendar days after posting, the date of hire and bargaining unit seniority for that Employee, as published, will be assumed correct and shall be the basis, thereafter, for all seniority.
- b) An Employee who is continuously absent during said thirty (3) day period, including but not limited to leaves of absence, sick leave, vacation or disability, shall have ten (10) working days upon his/her return to work to inspect the seniority lists and advise the manager of any discrepancies.

- c) After the lists have been posted for thirty (30) calendar days, the manager shall make all appropriate changes and submit corrected copies to the Union, which will make them available to all bargaining unit Employees.

**ARTICLE 15: INSURANCE**

- 15.1 Effective January 1<sup>st</sup>, 2019, the Employer will provide medical, drug, life, dental, vision, Short-term, and Long-term disability benefits under the Crothall Group Plans, including the Gold Plus, Silver Plus, and Bronze Plus medical plans in accordance with the plans' summary descriptions for full-time Employees (regularly working thirty (30) or more hours per week). Coverage becomes effective the 1<sup>st</sup> day of the month following sixty (60) days of employment.
- 15.2 The Employer will pick up the first ten (10%) percent of any medical insurance premium increases beginning with the 2016 plan year. Employees who elect coverage will pay any amounts over the ten (10%) percent in addition to their then current co-pays. In the event that the medical insurance premiums increase by more than fifteen percent (15%) in any one (1) year, the parties shall meet for the sole and exclusive purpose of discussing cost containment measures. The Company shall notify the Union in this event as the Company becomes aware of the premium increase.

- 15.3 Employees on an approved leave of absence exceeding three (3) months will be required to pay the entire monthly premium in order to continue coverage.

15.4 Life Insurance

The Employer will provide at no cost to full-time Employees (thirty [30] or more hours per week) who have completed the probationary period life insurance of ten thousand dollars (\$10,000). In order to be eligible for this benefit, it is the Employee's responsibility to fill out the appropriate form designating a beneficiary or the Employee waives such benefit.

**Standard Union Benefits, Plan II (UAS2)**

| BENEFIT   |  | EMPLOYER                                   | EMPLOYEE            |
|---|--|--|---------------------|
| Medical Plans*                                      | Bronze Plus Plans  | 80% Company paid                           | 20% Associate paid  |
|   | Silver Plus Plans  | 80% Company paid                           | 20% Associate paid  |
|   | Gold Plus Plans  | 60% Company paid                           | 40% Associate paid  |
| Medical centers based on associate's home ZIP code. |  |  |                     |
| Dental Plans  | Basic Dental   | 80% Company paid                           | 20% Associate paid  |
|   | Comprehensive Dental   | 60% Company paid                           | 40% Associate paid  |
| Vision Plans  | Basic Vision   | n/a  | 100% Associate paid |
|   | Comprehensive Vision   | n/a  | 100% Associate paid |
| Basic Life <sup>1</sup>                             | \$10,000   | 100% Company paid<br>\$4.87 monthly per EE |                     |
| A&S Short-Term Disability**                         | \$300 weekly benefit<br>1st Day Accident, 8th Day Illness/Hospitalization<br>26 Weeks Maximum Duration | \$16.04 monthly per EE                     |                     |

\*Surcharges for spouse medical and tobacco use will apply.  
 \*\*Disability payments made to associates are taxable. Short Term Disability (STD) is not offered in CA, HI, NJ, NY, RI, and PR due to state mandated disability benefits.  
<sup>1</sup> Coverage is reduced on January 1 by 35% following associate's 65th birthday and 50% following associate's 70th birthday

- 15.5 The Union will provide timely notice and information to the Employer regarding the creation of any new Taft-Hartley Health & Welfare plan in which it plans to participate as a representative trustee, including but not limited to meetings of prospective trustees, plan design and cost. The Employer and Union agree to timely meet and discuss the Employer's participation in such plan.

### ***ARTICLE 16: UNION DELEGATES & VISITATION***

- 16.1 The Union shall have the right to designate a reasonable number of Union Delegates who shall represent the Union for the purpose of presenting and adjusting grievances. The names of the Union Delegates shall be furnished to the Employer by the Union.
- 16.2 No delegate shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in patient areas of the Hospital at any time.
- 16.3 Representatives of the Union after first reporting and receiving permission of the Unit Director or his/her duly authorized representative shall have reasonable access to Employer for purposes of administering this Agreement. Where a representative of the National Union finds it necessary to enter an area where bargaining unit members are working, s/he must also receive the permission of the Unit Director or his/her designee. Prolonged discussions or group meetings shall take place during non-work hours only.
- 16.4 Whenever a Union Delegate finds it necessary to leave his/her work assignment to investigate a grievance, s/her must receive the permission of his/her immediate supervisor to leave and permission of the immediate supervisor for the area in which s/her wishes to enter in advance. A Union Delegate can investigate a grievance within his/her own department after receiving the permission of his/her immediate supervisor to leave his/her work area. Such visits shall not interfere with the operation of the Employer.
- 16.5 Employer will provide an enclosed bulletin board for exclusive use of the Union for the purpose of posting proper Union notices at Environmental Services and Dietary. There shall be no other general distribution of posting by Employees of pamphlets, advertising or political matters, notices or other kind of literature upon Employer's premises. Copies shall be provided to the General Manager in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client.
- 16.6 A Labor Management Committee consisting of representative members of both the Union and Employer will meet at least once every three (3) months to discuss issues of mutual concern mutually agreed upon items will be established before each meeting. This Committee and its actions will not be used to replace the Grievance Procedure.
- 16.7 The Employer will recognize Union delegates as follows: (Food Service [2] and Environmental Services [2]). The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance regular delegate assembly meetings held in the evening provided that the Employer's operations shall not be impaired and provided further that said delegates gives his/her supervisor fifteen (15) days advance notice using of the meeting.



Union delegates will be given, upon written notification and request, two (2) days off in each contract year, without pay, for training and conferences. Employees may request to use available paid vacation or personal days in order to receive compensation during these two (2) days.

### ***ARTICLE 17: SAFETY & SAFETY COMMITTEE***

- 17.1 The Employer will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Employer in assuring conformance to all established safety regulations.
- 17.2 A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of two (2) members of the bargaining unit selected by the Union and up to two (2) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. Employees will not lose wages for time spent in the committee.
- 17.3 Protective Equipment  
The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the Employee. Employees are expected to use/wear all protective equipment and are responsible for lost protective equipment. Employer will provide clothing as required by OSHA regulations for the Chemical, Hygiene and Blood Borne Pathogen Act.

### ***ARTICLE 18: JURY DUTY***

- 18.1 When an Employee is required to serve as a juror, the Employer will pay to the Employee the difference between his/her regular straight-time pay and his/her jury pay for a maximum of eight (8) weeks. In order to be eligible for such jury duty pay, the Employee must notify the Employer as soon as he/she receives notice, and failure to give such notice shall result in a forfeiture of all pay provided for in the Article.
- 18.2 The Employee shall report to work during the period of such jury duty on whatever days or part of days he/she shall not be compelled to be in attendance at such duty.
- 18.3 The Employee shall submit to the Employer vouchers of payment of such jury duty.

### ***ARTICLE 19: SICK LEAVE***

- 19.1 Sick leave is intended to compensate an Employee who suffers a bona fide illness. After being out three (3) days or more the Employer may request the Employee to submit a medical certification of such illness. Employer reserves the right to require a doctor's certificate in order for an Employee to receive sick leave for absences of more than three (3) days. In order to qualify for sick leave, an Employee or member of his/her family must notify his/her supervisor of his/her absence in accordance with departmental procedure, which shall be no less two (2) hours prior to the start of the shift.
- 19.2 Each Employee, having at least ninety (90) days of continuous employment, shall be eligible for paid sick leave.

- 19.3 Regular full-time Employees who have completed their probationary period shall be entitled to paid sick leave earned at the rate of one (1) day for each month of continuous active employment, retroactive to their starting date following their most recent date of hire, up to a maximum of (8) days per year. Effective October 1, 2011, Employees shall be entitled to an additional sick day per year for a total of nine (9) days per year.
- 19.4 Sick leave pay shall be paid for hours normally worked by the individual for each eligible day of illness. Unused sick leave shall not be paid upon an Employee's termination of employment.
- 19.5 Employees who are absent due to illness or accident covered by Workmen's Compensation, may use regular accrued sick benefits, any earned vacation benefits and any or all personal holidays to cover an absence not paid by Workmen's Compensation.
- 19.6 In the event an Employee is injured while on the job and is sent home or admitted to the hospital before the end of his/her shift, s/he shall be paid for the entire shift, provided that the Employee follows the proper procedure for reporting a work place injury.
- 19.7 In the event an Employee becomes ill and is sent home, the Employee shall be paid for the hours actually worked and the hours remaining in their shift shall be charged to the Employee's accumulated sick leave.

## ***ARTICLE 20: LEAVE OF ABSENCE***

- 20.1 In addition to the provisions of the Family and Medical Leave Act, upon thirty (30) days written notice to the Employer, an Employee with at least one (1) year of service may apply for the following leaves of absence:
- 1) **Union business:** A leave of absence for a period not to exceed one (1) year shall be granted to Employees in order to accept a full-time position with the Union, provided such leaves will not interfere with the operations of the Employer. No more than one (1) Employee may be awarded such leave at a time and no more than one (1) Employee in the bargaining unit are eligible for such leave in a calendar year. The company shall continue to pay its portion of the Employee's benefits during such leaves provided that the Union and/or Employee reimburse the company in full for such benefits. The Employee shall continue to pay their share of any benefits. During such leave the Employer will continue the seniority of the Employee on leave and the accrual of benefits based on seniority.
  - 2) **Medical Leave:** An Employee who is absent due to verifiable illness, injury or other disability, which prevents the Employee from performing his/her work will be granted a medical leave of absence for a period of up to six (6) months. The Employee shall return to his/her original job or a comparable position with seniority if available. The Employer will also comply with the provisions of the Family and Medical Leave Act.
  - 3) **Other Leave:** For Employees who have one (1) year or more of service other leaves of absence without pay or benefits for other reasons will not be unreasonably denied by the Employer. Such leaves of absence will be granted for a period of up to three (3) months. Such leaves of absence will not be granted if they would interfere with the operations of the Employer.

- 4) While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay, or accrue sick leave time or vacation credits. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former or another position within the same classification or another position of comparable pay and status. As a condition of reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of the Employee's health service physician.
  - 5) Employees on unpaid leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.
  - 6) Military Leave: Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof or with the Pennsylvania National Guard shall be granted in accordance with applicable law.
  - 7) Family Leave: Employees shall be covered under the Family Leave Act. If a greater benefit exists under the Collective Bargaining Agreement, that benefit shall be maintained.
- 20.2 Employees must notify the Employer in writing at least fourteen (14) calendar days before they intend to return to work from any unpaid leave of absence if the return date has not already been pre-determined.
- 20.3 All requests for personal leave and requests for extension of leaves previously granted must be submitted in writing to the Employer and approved in writing by the Employer.
- 20.4 Employees on unpaid leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

### ***ARTICLE 21: BEREAVEMENT LEAVE***

- 21.1 In the case of a death in the immediate family (namely, the death of parent, grandparent, spouse, child, brother, sister, grandchild, step-parent, step-sister, step-brother and current parent-in-law of an Employee requiring the Employee's absence from the Employee's regularly scheduled assignment, the Employee who has completed their probationary period shall be permitted to take a leave of absence of three (3) consecutive calendar days one (1) of which must be the day of the funeral, and one (1) day shall be granted for an aunt or uncle. Where the Employee's normal time off falls within the leave period, the Employee may extend their time off for the use of their bereavement days upon notification to management. Employer may request reasonable verification.
- 21.2 Any Employee who is entitled to funeral leave in accordance with section 21.1 above may request to take up to two (2) vacation days of his/her accrued vacation in conjunction therewith.

### ***ARTICLE 22: JOB POSTING***

- 22.1 Whenever a full-time permanent job in a classification covered by this Agreement becomes available, the Employer shall post the job opening for a period of three (3) calendar days. Any Employee covered by this Agreement who is interested in bidding for the position may do so in writing to the Director of Environmental Services or Food and Nutrition as appropriate. The

applications of all candidates will be reviewed with full regard given to each candidate's skill, ability, experience, work record and physical ability to perform the job. When more than one (1) candidate exhibits equal qualifications, the most senior Employee shall be awarded the position. If no candidate is deemed qualified, the company will hire from the outside.

- 22.2 Vacancy shall be defined as a regular position which is vacated by the separation of an Employee and one the Employer determines should be replaced or a newly created position.
- 22.3 An Employee who has bid and been awarded a position by the Employer shall be given thirty (30) days to demonstrate his/her ability and fitness to perform the duties of such job. If the Employee is unable to perform the duties satisfactorily, he/she shall be returned to his/her former job. An Employee may request reinstatement to his/her former position within the aforementioned thirty (30) day period. If an Employee is disqualified during probation by the Employer or, if the Employee asks to be returned to their prior position during probation, they may not bid again for a period of six (6) months

### ***ARTICLE 23: MANAGEMENT RIGHTS***

- 23.1 Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.
- 23.2 Examples of the authority, rights and powers which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of Employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge Employees; to determine the work to be done by the Employer's Employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company Employees), utilization of technology, the organizational structure and selection and direction of personnel and to introduce new or improved methods or facilities regardless of whether the same causes a reduction in the working force. If the Employer does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.
- 23.3 The Employer retains the right to subcontract out all of or any part of its operation as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular Employee except as a result of cause beyond

the control of the Employer.

### ***ARTICLE 24: MISCELLANEOUS PROVISIONS***

- 24.1 **UNIFORMS:** The Employer will issue a total of five (5) uniforms and replace one each year, except due to fair wear-and-tear replacement. Each full- time Employee will initially receive five (5) shirts and five (5) trousers, and the Employer will replace three (3) shirts and three (3) trousers each year, except due to fair war and tear replacements. Each part-time Employee will initially receive three (3) shirts and three (3) trousers, and the employer will replace one (1) shirt and one (1) trouser each year, except due to fair wear and tear replacements.
- 24.2 **UNCLASSIFIED JOBS:** If the Employer should establish a new position which does not fall within any classification covered by this Agreement, the employer shall notify the Union to negotiate the appropriate wage rate. Prior to the negotiation of the wage rate, the Employer shall submit the Union the description of the new position.
- 24.3 Payroll errors resulting from management error will be corrected within four (4) business days from the date the Employee notifies management of the error. Payroll errors resulting from Employee error shall be corrected and added to the paycheck following notification to management.
- 24.4 Disciplinary actions shall be issued within ten (10) scheduled days from the time that the Employer obtains sufficient facts to make a determination. Notwithstanding the above, in situations where management reasonably needs additional time in order to determine whether or not discipline is warranted, the ten (10) day time line shall not apply.
- 24.5 An Employee and his/her Union Representative or Delegate, upon consent of the Employer, may inspect the contents of his/her personnel file under the following terms and conditions: s/he must make an appoint with the Manager; S/he will not be paid for the time inspecting his/her file; Nothing may be removed from the file; and Nothing may be written by the Employee or his/her representative or delegate on any papers on the file.
- 24.6 The Employer will generate and forward to the Union a quarterly data report that includes each bargaining unit member's full name, date of hire, job classification, and total hours worked in prior quarter, current rate of pay, and Union dues status.

### ***ARTICLE 25: PENSION FUND***

- 25.1 The Employer shall contribute monthly to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the "Fund") a sum equal to four percent (4%) of the gross payroll of the Employees covered by this Agreement who have satisfactorily completed their probationary period effective October 1, 2011.
- 25.2 Such payments by the Employer shall be made monthly based upon the previous month's payroll.
- 25.3 The Fund shall be administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof which provide for equal representation by the Union and the Employer contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop between such Trustees shall be submitted in arbitration before an

arbitrator or umpire, except as may be otherwise provide for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

- 25.4 An independent audit of the Pension Fund for the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer. Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.
- 25.5 Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.
- 25.6 The Employer agrees to make available to the Fund any such records of Employees as names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient operation of their Funds or that may be so required by ERISA in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

### ***ARTICLE 26: TRAINING FUND***

- 26.1 The Employer shall contribute monthly to the Trustees of the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one and one-half percent (1-1/2%) of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period effective October 1, 2012.
- 26.2 Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.
- 26.3 Trustees of the Training and Upgrading Program shall be composed of an equal number of representatives designated by the Union and by the Hospital. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.
- 26.4 The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

## ***ARTICLE 27: LEGAL FUND***

- 27.1 The Employer shall contribute monthly to the Trustees of the District 1199C National Union of Hospital and health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund") a sum of twelve cents (12¢) per hour per Employee for all hours paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period effective April 1<sup>st</sup>, 2018.
- 27.2 Such payments by the Employer shall be made monthly based on the previous month's payroll. Contributions so received by the Trustees shall be used to provide Employees with legal services and related benefits, as the Trustees of said Fund may from time to time determine.
- 27.3 The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the hospitals, which contribute to the Fund. The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided in the said Trust Agreement.
- 27.4 Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.
- 27.5 The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid, which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit and Accountant for the Fund to audit such records.

## ***ARTICLE 28: NO DISCRIMINATION***

- 28.1 There shall be no discrimination by the parties against an Employee on account of race, color, gender, age, creed, marital status, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No Employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such Employees on behalf of the Union.

## ***ARTICLE 29: SUCCESSORS & ASSIGNS***

- 29.1 Should the Employer sell, assign or otherwise transfer the facility, the Employer shall notify the union in writing, and it shall notify the buyer of this Agreement.

## ***ARTICLE 30: RESPECT & DIGNITY***

- 30.1 The Employer and Union agree that each Employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by Employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

### ***ARTICLE 31: NO STRIKE NO LOCKOUT***

- 31.1 The Union, its officers, agents representatives, and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, sit-ins, slow- downs, picketing as related to the terms and conditions of this Agreement, cessation or stoppage or interruption of work boycotts, sympathy strikes or other interference with the operations of the Employer or the Hospital.
- 31.2 Employees participating in any of the acts specified in Section 1 of this Article, shall be subject to discharge by the Employer without recourse to the grievance and arbitration procedures.
- 31.3 The Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strikes, sit-downs, sit-ins, slow-downs, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer or ratify, condone or lend support to any such conduct or action.
- 31.4 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down or cessation, interruption, or a stoppage of work, boycott or other interference with the operation of the Employer occur, the Union within twenty-four (24) hours, if requested by the Employer or the Hospital:
- a) Publicly disavow such action by the Employees;
  - b) Advise the Employer in writing that, such action by Employees has not been called or sanctioned by the Union;
  - c) Notify Employees of its disapproval of such action and return to work immediately; and
  - d) Post notices at Union bulletin Boards advising that it disapproves such action and instructing Employees to return to work immediately.
- 31.5 The Employer agrees that it will not lock out Employees during the term of this Agreement.

### ***ARTICLE 32: UNION HIRING & REFERRAL***

- 32.1 The Employer shall inform the Union of any job openings in the bargaining unit pursuant to Article 22. The Employment Placement Services will be a source of referrals for District 1199C bargaining unit jobs. The Employer agrees to consider any applicants referred by the Union.

### ***ARTICLE 33: EFFECT OF LEGISLATION - SEPARABILITY***

- 33.1 It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect.
- 33.2 The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.



**ARTICLE 34: PAST PRACTICE**

34.1 This Agreement represents the sole and complete Agreement between the parties and supersedes all Agreements, understandings and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral Agreements or other factors.

**ARTICLE 35: COMPLETE AGREEMENT**

35.1 This Agreement represents the sole and complete Agreement between the parties and supersedes all Agreements, understandings and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral Agreements or other factors.

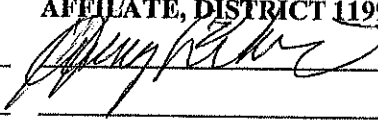
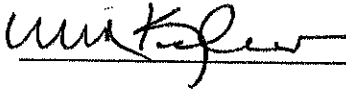
**ARTICLE 35: TERM OF AGREEMENT**

36.1 This Agreement shall go into effect April 1st, 2018 and shall continue in full force and effect until midnight, March 31st, 2021, and thereafter from year to year unless either party gives written notice to the other sixty (60) days prior to the expiration date or any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**CROTHALL HEALTHCARE AND  
MORRISON MANAGEMENT  
SPECIALIST, A DIVISION OF  
COMPASS GROUP, NAD**

**NATIONAL UNION OF HOSPITAL  
CARE EMPLOYEES, DIVISION OF  
AFSCME, AFL – CIO and ITS  
AFFILIATE, DISTRICT 1199C**



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**EXHIBIT A: DUES CHECK-OFF**

| Hospital | Social Security No. | Init. Fee | Job Cat. | Dues Amt. | Starting Date |
|----------|---------------------|-----------|----------|-----------|---------------|
|          |                     |           |          |           |               |

**DO NOT WRITE IN ABOVE SPACE--FOR OFFICE USE ONLY**  
**National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO**  
**1319 Locust Street, Philadelphia, PA 19107**  
**APPLICATION FOR MEMBERSHIP**

Please print  
 Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employed at \_\_\_\_\_ Dept./Job Title \_\_\_\_\_

Salary \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**CHECK-OFF AUTHORIZATION**

Date \_\_\_\_\_, 20\_\_\_\_

To: \_\_\_\_\_ (the Employer)  
 You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and heretofore due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, if voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 202(a) of the Labor Management Relations Act of 1947.

Print Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECK-OFF  
AUTHORIZATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

\_\_\_\_\_

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10<sup>th</sup>) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

\_\_\_\_\_

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, Pennsylvania 19107, of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

In addition to the foregoing, the undersigned hereby authorizes the Employer to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number \_\_\_\_\_

Clock Number \_\_\_\_\_

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

**EXHIBIT C: POLITICAL ACTION CHECK-OFF**

**Political Action-Protection for your future**

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employed at \_\_\_\_\_

Department \_\_\_\_\_ Job Title \_\_\_\_\_

Amount of Pledge \_\_\_\_\_ per yr. \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

***Register and Vote!***

District 1199C Political Action Fund

Check-Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_

(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ \_\_\_\_\_ per year, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. \_\_\_\_\_ Signature \_\_\_\_\_

Dept. \_\_\_\_\_ Home Address \_\_\_\_\_

## ***SIDE LETTER***

Members of the union bargaining committee will be compensated up to a maximum of five (5) PTO (either Vacation or Personal Days) added to their bank for participating in the negotiations for this CBA process.